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 Attorney for plaintiff
 DISCOVER LABS LLC

Counsel for Plaintiff

UNITED STATES DISTRICT COURT
 WESTERN DISTRICT OF TEXAS
 AUSTIN

DISCOVER LABS INC., a Texas corporation, formerly known as DISCOVER LABS, LLC, a Texas limited liability company, Plaintiff, vs. UNITED HEALTHCARE SERVICES, INC., a Minnesota corporation, Defendant.	CASE NO.: 1:25-cv-98 COMPLAINT AND DEMAND FOR JURY TRIAL
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Plaintiff alleges:

PARTIES AND GENERAL ALLEGATIONS

1. At all times relevant hereto plaintiff DISCOVER LABS INC., a Texas corporation, formerly known as DISCOVER LABS LLC, a Texas limited liability company (“plaintiff”) is and was a Texas limited liability company, which later converted to a corporation, who performs clinical laboratory and various other medical testing services, with its principal place of business at 13776 Research Blvd., Suite 108, Austin, Texas 78750. At all times relevant

1 the amount of approximately \$1,396,293.10, which is the reasonable and customary amount due
2 for said services, and is the amount normally paid for similar services in the local community.

3
4 8. Plaintiff has demanded that defendant pay plaintiff the sums due, but defendant
5 has failed and refused to do so.

6 9. Plaintiff has exhausted all administrative remedies and now pursues this collection
7 in court.

8 10. Plaintiff is informed and believes that Federal and Texas state law, including the
9 Texas Insurance Code § 1271.155, restrict plaintiff from billing the insureds directly for
10 unpaid covered services and obligate plaintiff to seek payment from the insurer.
11

12
13 **FIRST CAUSE OF ACTION FOR COMMON COUNTS**

14 **(Against All Defendants)**

15 11. Plaintiff incorporates herein by reference the allegations of paragraphs 1-10.

16 12. Defendant has failed to pay plaintiff for services provided as of May 12, 2023, in
17 the amount of \$1,396,293.10.

18
19 13. An account was stated in writing between plaintiff and defendant reflecting the
20 balance due by defendant to plaintiff as of May 12, 2023, in the reasonable amount of
21 \$1,396,293.10.

22 14. A book account exists reflecting the sums due and owing by defendant to plaintiff
23 for services provided as of May 12, 2023, in the reasonable amount of \$1,396,293.10.

24 15. Defendant is therefore liable to plaintiff in the amount of \$1,396,293.10 or as
25 otherwise proven at trial, plus prejudgment interest, costs and fees according to proof.
26
27
28

SECOND CAUSE OF ACTION FOR BREACH OF ORAL CONTRACT

(Against All Defendants)

16. Plaintiff incorporates herein by reference the allegations of paragraphs 1-10.

17. Defendant promised plaintiff that it would pay for the provided laboratory services upon submission of the claims.

18. Defendant breached the contract by failing to pay plaintiff the amounts due of \$1,396,293.10.

19. As a proximate result of defendant's breach of the contract, plaintiff has been damaged in the amount of \$1,396,293.10.

20. Plaintiff has performed all obligations to defendant except those that plaintiff was excused or prevented from performing.

THIRD CAUSE OF ACTION FOR BREACH OF CONTRACT

(IMPLIED IN LAW)

(Against All Defendants)

21. Plaintiff incorporates herein by reference the allegations of paragraphs 1-10.

22. By virtue of the course of dealing between the parties, including but not limited to the submission of claims for payment, and defendant's payment of those claims for and on behalf of its insureds, and also because plaintiff under federal and/or state law is not permitted to bill the defendant's insured patients directly for covered services, an implied-in-law contract exists between plaintiff and defendant for payment of plaintiff's laboratory services by defendant as the insurer for the laboratory services provided.

23. Defendant breached the contract by failing to pay plaintiff the amounts due of \$1,396,293.10.

1 24. As a proximate result of defendant's breach of the contract, plaintiff has been
2 damaged in the amount of \$1,396,293.10.

3 25. Plaintiff has performed all obligations to defendants except those that plaintiff was
4 excused or prevented from performing.
5

6
7 **FOURTH CAUSE OF ACTION FOR BREACH OF CONTRACT**

8 **(IMPLIED IN FACT)**

9 **(Against All Defendants)**

10 26. Plaintiff incorporates herein by reference the allegations of paragraphs 1-10.

11 27. By virtue of the course of dealing between the parties, including but not limited to
12 the submission of claims for payment, and defendant's payment of those claims for and on behalf
13 of its insureds, an implied-in-fact contract exists between plaintiff and defendant for payment of
14 plaintiff's laboratory services provided to defendant's insureds.
15

16 28. Defendant breached the contract by failing to pay plaintiff the amounts due of
17 \$1,396,293.10.

18 29. As a proximate result of defendant's breach of the contract, plaintiff has been
19 damaged in the amount of \$1,396,293.10.
20

21 30. Plaintiff has performed all obligations to defendant except those that plaintiff was
22 excused or prevented from performing.
23

24 **FIFTH CAUSE OF ACTION FOR RESTITUTION/UNJUST ENRICHMENT**

25 **(Against All Defendants)**

26 31. Plaintiff incorporates herein by reference the allegations of paragraphs 1-10.

27 32. Defendant have had the benefit of plaintiff's laboratory services at the expense of
28

1 plaintiff without paying plaintiff; and have therefore been unjustly enriched at plaintiff's expense.

2 33. Plaintiff is informed and believes that under federal and/or state law it is restricted
3 from billing the patient directly for the unpaid services and must bill the insurer directly.
4

5 34. As a result, in equity and good conscience defendant must pay restitution to
6 plaintiff for services provided in the reasonable amount of \$1,396,293.10 or as otherwise proven.
7

8 **SIXTH CAUSE OF ACTION FOR PROMISSORY ESTOPPEL**

9 **(Against All Defendants)**

10 35. Plaintiff incorporates herein by reference the allegations of paragraphs 1-10.

11 36. Plaintiff reasonably and justifiably relied on defendant's promises of payment for
12 laboratory services to its detriment by not receiving payment therefor.
13

14 37. As such, plaintiff is entitled to recover the reasonable value of services in the
15 amount of \$1,396,293.10, and it would be unjust if defendant were able to avoid payment
16 therefor.
17

18 **WHEREFORE**, plaintiff prays for judgment against defendants, jointly and severally, as
19 follows:
20

21 38. For compensatory, special and general damages in the amount of \$1,396,293.10
22 according to proof.

23 39. For prejudgment interest at the legal rate according to proof.

24 40. For costs of suit and reasonable attorney's fees pursuant to Texas Civil Practice
25 and Remedies Code § 38.001 and any other applicable statutory or contractual provisions
26 allowing for recovery of fees
27

28 41. For restitution.

1 42. For an accounting.

2 43. For general relief and such further relief the Court deems proper.

3
4 Dated: January 21, 2025

5 EPPS & COULSON, LLP

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15 DISCOVER LABS LLC

16 **DEMAND FOR JURY TRIAL**

17 Plaintiff hereby demands a jury trial on all issues for which a jury trial is permitted by
18 law.

19 Dated: January 21, 2025

20 Respectfully submitted,

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